

**AMENDMENT NO. 5  
TO THE  
PROFESSIONAL ARCHITECT/ENGINEERING SERVICES  
AGREEMENT  
GEORGE H. W. BUSH STATE OFFICE BUILDING  
1801 CONGRESS AVENUE  
CAPITOL COMPLEX PROJECT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
HKS, INC.**

**This Amendment No. 5** to the Professional Architectural/Engineering Services Agreement (hereinafter referred to as “Amendment No. 4”) is entered into by and between the Texas Facilities Commission (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701, as Owner (as defined in UGC, Section 1.28), and HKS, Inc., an S Corporation (hereinafter referred to as “Architect/Engineer” or “A/E”), located at 350 North Saint Paul Street, Suite 100, Dallas, Texas 75201 (hereinafter referred to collectively as the “Parties”), to amend the original Professional Architectural/Engineering Services Agreement between the Parties, as amended.

**RECITALS**

WHEREAS, on March 15, 2018, the Parties entered into that one certain *Professional Services Architectural/Engineering Services Agreement Between the Texas Facilities Commission and HKS, Inc.* (hereinafter referred to as the “Agreement”); and

WHEREAS, on May 4, 2018, the Parties executed Amendment No. 1 extending the Duration of the Agreement and modifying certain insurance terms; and

WHEREAS, on February 15, 2019, the Parties executed Amendment No. 2 to provide for Additional Services and fees toward the implementation of Building Information Model to Facilities Management, and to extend the Duration of the Agreement; and

WHEREAS, on March 18, 2019, the Parties executed Amendment No. 3, to acknowledge and correct and error in the total amount of the Fixed Fee;

WHEREAS, on March 28, 2019, the Parties executed Amendment No. 4, to provide for Additional Services and fees for tenant improvements for the Department of Public Safety; and

WHEREAS, subject to Agreement Section 2.2.12, TFC Approvals, Section 4.5, Additional Services, and Section 11.28, Entire Agreement and Modification, the Parties now desire to amend the Agreement to provide for Additional Services and Fees, all as more particularly described below;

NOW THEREFORE, the Parties hereby agree as follows:

1. Unless clearly provided otherwise herein, all terms and phrases in initial caps herein shall have the same meaning as the terms and phrases with initial caps in the Agreement.

2. The Parties agree to amend ARTICLE II – SCOPE OF SERVICES, Section 2.2.5, Owner Coordinated Document Review Profess, by adding Subsection 2.2.5.4, so that the Additional Services described in A/E's Proposal for Additional Services dated December 12, 2018 are incorporated in their entirety, as follows:

“2.2.5.4. A/E agrees to timely deliver the Professional Services described in A/E's Proposal for Additional Services dated December 12, 2018, attached hereto and incorporated herein for all purposes as ‘Exhibit I-3’ in connection with tenant improvements for the Texas Lottery Commission spaces. A/E shall provide utility design coordinated to avoid utility disruption to existing structures. Deliverable package shall include sealed architectural and engineering design document package for bidding, permitting and construction.”

3. The Parties agree to amend ARTICLE IV – CONSIDERATION, Section 4.1, Contract Limit-Fees and Expenses, Section 4.1.1, Fixed Fee, by reflecting additional fees in the amount of Four Hundred Thirty-One Thousand and No/100 Dollars (\$431,000.00), thus increasing the total amount of the Agreement from Ten Million Nine Hundred Sixty-Eight Thousand One Hundred Eighty and No/100 Dollars (\$10,968,180.00), to a total not to exceed amount of Eleven Million Three Hundred Ninety-Nine Thousand One Hundred Eighty and No/100 Dollars (\$11,399,180.00). Therefore, Section 4.1.1, Fixed Fee, is hereby deleted in its entirety and replaced with Section 4.1.1, Fixed Fee, as follows:

“4.1.1. Fixed Fee. In exchange for the proper performance and timely delivery of the Professional Services as specified by this Agreement, A/E shall be paid a fixed fee of Eleven Million Three Hundred Ninety-Nine Thousand One Hundred Eighty and No/100 Dollars (\$11,399,180.00). A/E will not be compensated for any Professional Services performed or delivered by A/E prior to the Effective Date of this Agreement or after its termination. Such Fixed Fee shall be paid to A/E pursuant to A/E's Fee Schedule and Staffing Plan, ‘Exhibit E.’”

**[This Space Intentionally Left Blank]**

TFC Contract No. 18-142-000

HKS, Inc.

Amendment No. 5

Project No. 17-016-8002

4. All other terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect.

**TEXAS FACILITIES COMMISSION**

**HKS, INC.**

By: DocuSigned by:  
Mike Novak  
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Mike Novak

Executive Director

Date of execution: 04/02/2019 | 6:12 PM CDT

GC NRC

Dir HW

DED ja

By: DocuSigned by:  
Jess Corrigan, AIA  
F2315E1D601E4F6...

Jess Corrigan, AIA

Partner, Senior Vice President

Date of execution: 04/02/2019 | 4:33 PM CDT

TFC Contract No. 18-142-000  
HKS, Inc.  
Amendment No. 5  
Project No. 17-016-8002

**Exhibit I-3**

TFC Contract No. 18-142-000

Amendment No. 5 - Exhibit I-3

12 December 2018 **(Revised)**

Ms. Janie Gribble  
 Texas Facilities Commission  
 1701 San Jacinto, Suite 400  
 Austin, TX 78701

Re: Capitol Complex Package Four: 1801 Congress Avenue  
 Programming and Interior Design  
 Texas Lottery Commission

Dear Ms. Gribble:

HKS, Inc., ("HKS") is pleased to submit to Texas Facilities Commission, ("Client"), our professional design services proposal for the Texas Lottery Commission Offices finish out (the "Project").

#### **Project Detail**

- Approximately 59,800 assignable sf, on ground, 5th and 6th floors, in new first-generation space in 1801 Congress State Office Building
- Design of general office space
- Representation of a typical furniture layout is included in the Schematic Design Phase. This is separate from full Furniture services.
- Studio space is not included in this proposal, coordinating building services for the studio is within the shell and core fees.

#### **Scope of Services**

HKS will provide programming and interior architecture services as well as MEP, Structural, and Data/Communication, Graphics services as described for the Project. Services will be provided as defined in the *Agreement Between Owner and Architect*, and the *TFC A/E Requirements* for this project.

#### **Fees and Payment**

Compensation to HKS and its consultants for its Services shall be as indicated in this chart:

<b>General Office Areas – 59,800sf</b>	Interior Design	MEP	Data/Com A/V, Security	Graphics (Hourly not to exceed)	<b>TOTAL By Phase</b>
<b>Programming/Evaluation</b>	<b>\$55,000</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$3,000</b>	<b>\$60,000</b>
<b>Basic Services</b>					
Schematic Design	\$41,800	\$12,000	\$5,000	\$8,600	\$67,400
Design Development	\$41,800	\$12,000	\$7,000	\$8,600	\$69,400
Construction Documents	\$83,600	\$24,000	\$14,000	\$17,200	\$138,800
Construction Administration	\$41,800	\$12,000	\$8,000	\$8,600	\$70,400
<b>BASIC SERVICES SUB-TOTAL</b>	<b>\$209,000</b>	<b>\$60,000</b>	<b>\$34,000</b>	<b>\$43,000</b>	<b>\$346,000</b>
<b>TOTAL</b>	<b>\$264,000</b>	<b>\$61,000</b>	<b>\$35,000</b>	<b>\$46,000</b>	<b>\$406,000</b>

+ \$25K reimb allowance \$431,000

The programming fee is for the entire space and should be done in one effort.

The **basic services** fee of \$346,000 may be allocated per sf with the:

Ground floor space at 3,800 sf = \$21,987

Remainder of space (on 5<sup>th</sup> & 6<sup>th</sup> floors) at 56,000 sf = \$324,013

Total Basic Services= \$346,000

Other Services (not required at this time) include:

Furniture - \$0.75/sf Existing inventory not included.

Final Professional Renderings - 3 @ \$2,500 each

Additional Finish Boards - Hourly cost + materials

### **Reimbursable Expenses**

Expenses shall be in accordance with the Agreement. An estimate of these expenses is \$25,000 in addition to the proposed fee.

### **Additional Services**

Should there be a request for additional services or if there are deviations from scope of services described in this proposal, HKS shall submit an additional service request to the Client for approval, prior to commencement of the services. Additional services shall be a stipulated sum based on our hourly rates.

### **Additional Consultants**

Consultants services and fees shall be confirmed after programming is completed. If the services of consultants other than any included in the Scope of Services given above are required, and if Client requests these consultants be retained by HKS, HKS will invoice those additional consultants at the rate described in the Agreement.

### **Schedule**

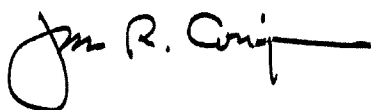
The proposed programming schedule anticipates holidays and tenant availability float time, to be approximately 75 days. Upon authorization, HKS will develop a project schedule with you to understand the process in detail.

### **Statement of Jurisdiction**

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, Phone: 512/305-9000, has jurisdiction over individuals registered as architects or interior designers in Texas. The Board's internet address is [www.tbae.state.tx.us](http://www.tbae.state.tx.us).

If the terms of this proposal are acceptable, please acknowledge your acceptance by executing this proposal and returning one copy to my attention. Thank you for considering HKS. We look forward to an opportunity to work together on this project.

Best Regards,



Jess Corrigan, AIA